

Southern Light Master Services Agreement

MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is made and entered into between SOUTHERN LIGHT, LLC, an Alabama limited liability company, ("Southern Light"), having its principal place of business at 156 St. Anthony Street, Mobile, Alabama 36603, and The School Board of Escambia County, FL ("Customer"), having its principal place of business at 75 North Pace Boulevard, Pensacola, FL 32504. Southern Light and Customer are sometimes referred to collectively as the "Parties" and individually as a "Party". This Agreement is effective as of **March 25, 2014 ("Effective Date")**.

RECITALS

WHEREAS, the Customer desires to engage Southern Light to perform the services ("Services") described in any and all Service Orders or Exhibits attached hereto and incorporated herein by reference;

WHEREAS, the Customer is agreeable to the compensation for such Services as set forth on any and all Service Orders or Exhibits attached hereto and incorporated herein by reference;

AND WHEREAS, Southern Light is willing to perform such Services for the Customer upon the additional terms, agreements, conditions and covenants hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto agree and contract as follows:

1. Definitions.

"Agreement" means this Master Services Agreement, as amended and agreed upon by the Parties from time to time.

"Business Hours" means 7:00 a.m. to 7:00 p.m., Central Time, Monday through Friday, excluding Federal holidays.

"Chronic Outage" means the occurrence of three (3) or more Non Force Majeure Service Interruptions on an On-Net Service totaling more than six (6) aggregate hours of Service Interruptions measured over any thirty (30) consecutive day period.

"Customer Premises" is defined to mean all real property owned or leased by the Customer.

"Excessive Unavailability" means the occurrence of a Service Interruption on an On-Net Service that lasts for more than twenty-four (24) hours.

"Facilities" is defined to mean the cables, wires, lines, towers, wave guides, optic fiber,

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antennae, and any associated converters, equipment, or facilities designed and constructed for the purpose of providing Telecommunications or other Services.

"Fiber Build" is defined to mean an instance when Southern Light constructs a new fiber network in order to connect a Customer Premise to the Southern Light network.

"Monthly Service Fee" means the amount specified as the Monthly Service Fee in the relevant Exhibit or Service Order.

"Off-Net Services" means Services where one (1) or both locations to be connected are not on Southern Light's Network, and must be purchased by Southern Light from a third-party for provision to Customer. Off-Net Services are priced on an individual case basis ("ICB").

"On-Net Services" means Services connecting two (2) or more locations that are all served by Southern Light's network. On-Net Services will be provided entirely by Southern Light.

"Service(s)" is defined to mean services provided by Southern Light pursuant to this Agreement and any addenda attached hereto.

"Service Installation Charge" means the amount specified as the Service Installation Charge in the relevant Exhibit or Service Order.

"Service Interruption" is defined to mean the continuous period of time during which Services are not provided substantially as warranted to one (1) or more customer sites.

"Service Period," means the period of time agreed upon by the Parties for the delivery of Telecommunications Services, beginning on the Start of Service Date.

"Start of Service Date" is the date Customer is notified by Southern Light that Service is installed and tested by Southern Light and is made available for Customer's use. Billing and the Service Period will commence on the Start of Service Date.

"Telecommunications Service(s)" means the transmission, between or among points specified by the Customer, of information of the Customer's choosing (e.g., data, video, and voice).

2. General. Southern Light agrees to perform Services for the Customer as described in any and all Exhibits or Service Orders attached hereto, and in accordance with the specifications set forth thereon. Southern Light will exercise the usual and customary standards of performance in the telecommunications industry in performing the Services in a prompt and efficient manner. Southern Light has the right to accept or reject any Service Orders issued by the Customer.

3. Term. This Agreement is effective for a period of five (5) years, in one (1) year renewable increments from the Effective Date, subject to the annual availability of lawfully Master Svc. Agt. between Southern Light, LLC/School Board of Escambia County, FL

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appropriated funds and approved by the School Board of Escambia County, FL. Termination may occur by either Party upon thirty (30) days advance written notice to the other Party. Upon expiration of the initial five (5) year term, both Parties will have the option to mutually agree in writing to extend the Agreement for an additional five (5) year period, in accordance with to the same terms and conditions contained herein and subject to allowance under Florida Statute provisions.

4. Billing and Payment. As full and complete compensation for the Services, Customer agrees to pay Southern Light and Southern Light agrees to accept for its Services, the compensation provided in the Service Orders or Exhibits attached hereto and incorporated herein by this reference.

4.1. Billing for Services, in accordance with Exhibit A ("Fees") for school locations listed on Exhibit B ("School Listing"), begins on the Start of Service Date and will not be delayed due to Customer premises equipment or Customer readiness to accept Service. Southern Light will bill monthly in advance for Service, except that usage based charges will be billed in arrears.

4.2. Invoicing for all bills will include the assigned and applicable Purchase order number and be submitted to the following address:

The School District of Escambia County
Attn: Accounts Payable Department
75 North Pace Boulevard
Pensacola, FL 32505

4.3. Payment on all bills for Services provided to Customer by Southern Light are due Net 30 ("Payment Date"), regardless of the bill media used. Amounts not received by Southern Light on the Payment Date and amounts received by Southern Light in funds which are not immediately available to Southern Light as of the Payment Date, shall accrue interest payable by Customer at a rate of one percent (1%) per month (0.000329 per day) or twelve percent (12%) annually or, if less, the maximum rate allowed under applicable law. Interest will accrue from the Payment Date to and including the date that Southern Light actually receives the payment.

4.4. Customer's obligation to pay the amounts due under this Agreement are not severable and in no case will Customer be entitled to retain access to, or use of, some Services while being in default with respect to payment of any, or any portion of, any amounts owed under this Agreement regardless of whether such payment may be attributable to any other Services.

4.5. The Customer may pre-pay a portion or all of the monthly service fees at any time to reduce or eliminate future monthly charges.

4.6. Customer agrees to pay all applicable federal, state, and local excise, gross receipts, value added, sales, use or other similar tax, surcharge, government-authorized fees or similar liabilities, as such taxes and other charges related to the provisioning or sale of the Service provided by Southern Light or the use of

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public streets or rights of way, whether designated as franchise fees or otherwise (excluding any tax on Southern Light's corporate existence, status or income). Such taxes, surcharges and fees will be billed separately from Service Fees on the invoice and, unless Customer is exempt, must be paid directly to Southern Light at the same time as all other charges are due and payable in accordance with this Agreement. Customer will provide Southern Light with appropriate documentation for any exemption prior to the commencement of billing.

4.7. In order to properly dispute any charges under this Agreement that have been billed to Customer by Southern Light, Customer must submit a written and fully documented claim for the disputed amount via Exhibit C ("Billing Disputes Form") provided by Southern Light. All claims must be submitted to Southern Light within one hundred twenty (120) calendar days of Customer's receipt of the invoice for the Services for which charges are disputed, or the invoice shall be deemed correct and Customer waives all rights to file a claim. Upon receipt of a Billing Disputes Form, Southern Light promptly will commence an investigation of the dispute and will use commercially reasonable efforts to respond to Customer's dispute within thirty (30) days of receipt. If the dispute is resolved in favor of Customer, Customer will be credited the full disputed amounts and any interest charged by Southern Light on the disputed amount. If the dispute is resolved in favor of Southern Light and Customer has paid the disputed amount on or before the Payment Date, no interest charges or penalties will apply. If the dispute is resolved in favor of the Southern Light and Customer has withheld the disputed amount, at Southern Light's sole discretion, Southern Light may assess interest charges as outlined in this Agreement on the disputed amount retroactive to the original Payment Date.

4.8. Cost per school to remain the same for the initial term of five (5) years. If both Parties mutually agree in writing to extend, if allowable by current Florida State statute, then negotiation for changes to payment may occur.

5. Service Interruption and Credits. Southern Light will issue credit allowances for service for Service Outages as set forth below upon Customer's written request, which credit will appear on the invoice following processing. Customer shall be entitled to an hour of service credits for each hour of Service Interruption if: (a) the Service Interruption exceeds four (4) consecutive hours, (b) it is not caused by Customer, or its agents or employees, an end-user, or an event of Force Majeure, (c) it is not due to a failure of power or equipment provided by customer

or third parties, (d) it is reported to Southern Light within twenty-four (24) hours of the commencement of the interruption, (e) it is not during a period in which Southern Light is not given access to the Service premises and (f) it is not part of a Scheduled Maintenance event. Service credits are calculated and applied as shown on Exhibit A hereto. Should the Service Interruptions reach the level of either Excessive Unavailability or Chronic Outage, Customer will be entitled to terminate the affected Service without incurring any termination liability. The maximum credit in any one (1) calendar month will not exceed one hundred percent (100%) of the applicable Monthly Service Fee. Customer credits are non-cumulative and apply only to the affected Services within a given month. Southern Light's issuance of credits as described above Master Svc. Agt. between Southern Light, LLC/School Board of Escambia County, FL

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and in Exhibit A to the Agreement and Customer's ability to terminate in the event of Excessive Unavailability or Chronic Outage are Southern Light's sole liability and Customer's sole and exclusive remedy in the event of Service Interruption.

6. Trouble Reports. Southern Light shall take such methods necessary to monitor the Services twenty-four (24) hours a day, seven (7) days a week. Southern Light shall provide Customer with a toll free telephone number the Customer may call to report Service problems. Southern Light shall provide a telephone response to such calls within one (1) hour, and, if necessary, exercise its best efforts to provide a physical response by appearing at the affected site within two (2) hours of receiving Customer's call reporting the problem, twenty-four (24) hours a day, seven (7) days a week. If in responding to a Customer-initiated service call, Southern Light reasonably determines that the cause of such service call is a failure, malfunction or inadequacy of Customer-provided equipment or software, Customer will pay Southern Light for such service call at Southern Light's then prevailing rates.

7. Scheduled Maintenance. Southern Light will perform scheduled routine maintenance ("Scheduled Maintenance") as necessary on the Southern Light Network. For Scheduled Maintenance that in the reasonable judgment of Southern Light may jeopardize Customer's Services or require a Service Interruption, Southern Light will perform such work during specified Customer maintenance windows and will coordinate with Customer regarding such maintenance. Southern Light will provide Customer with prior notice of Scheduled Maintenance that in the reasonable judgment of Southern Light may jeopardize Customer's Services or require a Service Interruption a minimum of seventy-two (72) hours prior to beginning said Scheduled Maintenance. Emergency Maintenance, which in Southern Light's reasonable judgment is necessary to restore a loss of Service or prevent the impairment of network Services, may be undertaken outside of a specified Customer maintenance window. Southern Light will use commercially reasonable efforts to notify Customer prior to Emergency Maintenance.

8. Independent Contractor. Southern Light is an independent contractor. Persons engaged by Southern Light to perform Services under this Agreement shall not for any purpose be considered employees or agents of the Customer. Southern Light assumes full responsibility for the actions of these persons and will be responsible for their supervision, daily direction and control, payment of compensation (including withholding of income and social security taxes), workers' compensation, disability benefits, and the like.

9. Nonexclusive. Customer acknowledges that this Agreement is nonexclusive and that the Southern Light may contract with others to perform work of the same or similar type as Customer performs under this Agreement.

10. Confidential and Proprietary Information. All information, in whatever form obtained by Customer from Southern Light, and all working drawings, specifications, and other documents and work product prepared by Southern Light, will be held in confidence by Customer and will not be used by Customer for any purpose other than for the performance of the Services. Customer agrees that it will not make disclosure of any such confidential information to anyone except employees, consultants of Customer to whom disclosure is necessary, and to requesting parties resulting from court order or compliance with any public records request pursuant to Section 119.07, Florida Statute for the purposes of this Agreement. Master Svc. Agt. between Southern Light, LLC/School Board of Escambia County, FL

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Customer agrees to be bound by the obligations of confidentiality and restrictions on use by Customer employees set forth herein. Customer will cause its employees and consultants to whom it makes disclosure to observe the obligations of confidentiality and restrictions on use in accordance with this Agreement.

11. Events of Default by Southern Light, Cure. Southern Light will not be in default under this Agreement unless and until Customer will have given Southern Light written notice of such default and Southern Light will have failed to cure the same within thirty (30) days after receipt of such notice; provided, however, that where such default cannot reasonably, as mutually determined by Customer and Southern Light, be cured within such thirty (30) day period, if Southern Light will proceed promptly to cure the same and prosecute such curing with due diligence, the time for curing such default will be extended for a period no longer than sixty (60) days with Customer's agreement from the date of the receipt of the default notice. Events of default will include, but not be limited to: (a) the breach by Southern Light of any material term, covenant or condition of this Agreement; (b) the making by Southern Light of a general assignment for the benefit of its creditors; (c) the filing of a voluntary petition in bankruptcy or the filing of a petition in bankruptcy or other insolvency protection against Southern Light that is not dismissed within ninety (90) days thereafter; or (d) the filing by Southern Light of any petition or answer seeking, consenting to, or acquiescing in reorganization, arrangement, adjustment, composition, liquidation, dissolution or similar relief. Any event of default by Southern Light may be waived under the terms of this Agreement at Customer's option. Upon the failure by Southern Light to timely cure any such default after notice thereof from Customer, Customer may: (i) take such action as may be provided herein to correct the default; and (ii) subject to Section 15 below, pursue any legal remedies it may have under applicable law or principles of equity relating to such breach. Notwithstanding the above, if Southern Light certifies to Customer in writing that a default has been cured, such default shall be deemed to be cured unless Customer otherwise notifies Southern Light in writing within fifteen (15) days of receipt of such notice from Southern Light.

12. Events of Default by Customer, Cure. With respect to any breach or failure to perform by Customer under this Agreement, other than those provisions regarding payment as set forth in Section 4, Customer will not be in default under this Agreement unless and until

Southern Light will have given Customer written notice of such default and Customer will have failed to cure the same within thirty (30) days after receipt of such notice; provided, however, that where such default cannot reasonably be cured within such thirty (30) day period, if Customer will proceed promptly to cure the same and prosecute such curing with due diligence, the time for curing such default will be extended for a period no longer than sixty (60) days from the date of the receipt of the default notice. Events of default will include, but not be limited to: (a) the breach by Customer of any material term, covenant or condition of this Agreement; (b) the making by Customer of a general assignment for the benefit of its creditors; (c) the filing of a voluntary petition in bankruptcy or the filing of a petition in bankruptcy or other insolvency protection against Customer that is not dismissed within ninety (90) days thereafter; or (d) the filing by Customer of any petition or answer seeking, consenting to, or acquiescing in reorganization, arrangement, adjustment, composition, liquidation, dissolution or similar relief. Any event of default by Customer may be waived under the terms of this Agreement at Southern Light's option. Upon the failure by Customer to timely cure any such default after notice thereof from Southern Light, Southern Light may: (i) terminate the Agreement or and Service Order Master Svc. Agt. between Southern Light, LLC/School Board of Escambia County, FL

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hereunder, (ii) take such action as it determines, in its sole discretion, to be necessary to correct the default; and (iii) pursue any legal remedies it may have under applicable law or principles of equity relating to such breach. If Southern Light terminates this Agreement or any Service Order for any of the aforementioned reasons, in addition to any other remedies available to Southern Light at law or in equity, Customer will be obligated to pay the following: (1) any charges accrued but unpaid as of the termination date; (2) any termination liability due pursuant to Section 14; and (3) charges for unaffected Services.

13. Payment Default. Default by Customer under the any of the payment provisions of this Agreement will be governed by the following:

13.1. Southern Light may, in Southern Light's sole discretion, terminate this Agreement or any Service Order hereunder, or suspend Services, upon Customer's failure to pay any amounts or comply with any deposit requests as provided herein that is not cured after ten (10) days written notice. If Southern Light terminates this Agreement or any Service Order for non-payment, in addition to any other remedies that it may have under this Agreement or by operation of law, at its sole discretion, Customer will be obligated to pay the following: (a) any charges accrued but unpaid as of the termination date; (b) any termination liability due pursuant to Section 14; and (c) charges for unaffected Services.

13.2. After termination of this Agreement, Customer shall have sixty (60) days in which to remove its equipment from the Facilities. If Customer fails to disconnect and remove equipment within the allotted time, Southern Light may disconnect Customer equipment from the Facilities at Customer's cost.

13.3. Customer's obligation to pay the amounts due under this Agreement are not severable and in no case will Customer be entitled to retain

access to, or use of, some Services while being in default with respect to payment of any, or any portion of, any amounts owed under this Agreement regardless of whether such payment may be attributable to any other Services.

13.4. In the event Customer fails to make any payment under this Agreement when due, such amounts shall accrue interest, from the date such payment is due until paid.

13.5. Notwithstanding anything to the contrary contained herein, Southern Light may immediately suspend and/or terminate all Services without notice if: (a) necessary to protect Southern Light's network; (b) Southern Light has reasonable evidence of Customer's fraudulent or illegal use of Services; or (c) required by legal or regulatory authority. Southern Light reserves the right to protect the technical integrity of its Network and facilities used to protect the technical integrity of the network.

14. Termination Liability. If prior to the end of the term Southern Light terminates this Agreement or any Service Orders hereunder pursuant to Section 13 above or Customer Master Svc. Agt. between Southern Light, LLC/School Board of Escambia County, FL

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terminates this Agreement or any Service Order(s) hereunder for any reason other than pursuant to Section 11 above or in the case of Excessive Unavailability or a Chronic Outage, Customer must pay, within thirty (30) days of such termination, all Monthly Service Fees and all unpaid Service Installation Fees associated with the terminated Service(s) for the balance of the term. If an On-Net Service is deemed to have experienced Excessive Unavailability or a Chronic Outage for any reason other than a Force Majeure Event, Customer may terminate that Service prior to the end of the service term, so long as Customer notifies Southern Light in writing within thirty (30) days of the applicable Service experiencing Excessive Unavailability or a Chronic Outage. Early termination of a Service without incurring a termination liability shall be Customer's sole and exclusive remedy for a circuit that has experienced Excessive Unavailability or a Chronic Outage.

15. Limitation of Liability. Notwithstanding any provision of this Agreement to the contrary, neither Party will be liable to the other Party for any special, incidental, indirect, punitive or consequential damages, whether foreseeable or not, arising out of, or in connection with such Party's failure to perform its respective obligations hereunder, including, but not limited to, loss of profits or revenue (whether arising out of transmission interruptions or problems, any interruption or degradation of Service or otherwise), or claims of customers, whether occasioned by any construction, reconstruction, relocation, repair or maintenance performed by, or failed to be performed by, the other Party or any other cause whatsoever, including breach of contract, breach of warranty, negligence, or strict liability, all claims for which damages are hereby specifically waived. Nothing contained herein will operate as a limitation on the right of either Party hereto to bring an action for damages against any third party, including claims for indirect, special or consequential damages, based on any acts or omissions of such third party. In no event will Southern Light be liable to Customer for any direct injury, loss or damages arising out of or resulting from any cause whatsoever to the extent

such damages are in excess of the total amount of fees received from Customer pursuant to this Agreement. THE ABOVE LIMITATION OF LIABILITY WILL APPLY TO INDIRECT LIABILITY INVOLVING SUITS BROUGHT AGAINST THIRD PARTIES WHO, DIRECTLY OR THROUGH ONE (1) OR MORE OTHER PARTIES, HAVE A RIGHT OF INDEMNIFICATION, IMPLER, CROSS-CLAIM, CONTRIBUTION, OR OTHER RIGHT OF RECOVERY AGAINST A PARTY TO THIS AGREEMENT. (e.g., if an affiliate of Party A sues Party B's contractor under circumstances in which the contractor has a right of indemnity against Party B).

Without limiting the provisions of the foregoing paragraph, Southern Light will not be liable for operational failures or outages of the Facilities, nor other defects related to the construction and operation of the system or of the materials. Service Credits, as defined and calculated hereinabove, will constitute the Customer's sole and exclusive remedy for Service Interruptions.

16. Disclaimer of Warranty EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THE REPRESENTATIONS, WARRANTIES, COVENANTS AND CONDITIONS OF THIS AGREEMENT, SOUTHERN LIGHT MAKES NO WARRANTY TO CUSTOMER OR ANY OTHER PERSON OR ENTITY, WHETHER EXPRESS, IMPLIED OR STATUTORY, AS TO THE INSTALLATION, DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS OR FITNESS FOR ANY PURPOSE OF THE CABLE OR ANY FIBERS

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OR ANY SERVICE OR FACILITY PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER, ALL OF WHICH WARRANTIES ARE HEREBY EXCLUDED AND DISCLAIMED.

17. Force Majeure. Neither Southern Light nor Customer will be in default under this Agreement with respect to any delay in its performance caused by any of the following conditions (each a "Force Majeure Event"): (a) act of God; (b) fire; (c) flood; (d) material shortage or unavailability not resulting from the responsible Party's failure to timely place orders or take other necessary actions therefor; (e) government codes, ordinances, laws, rules, regulations or restrictions (collectively, "Regulations") (but not to the extent the delay caused by such Regulations could be avoided by rerouting the Facilities if such a reroute was commercially reasonable); (f) war or civil disorder; (g) failure of a third party to grant or recognize a Southern Light Required Right (provided that Southern Light has made timely and reasonable commercial efforts to obtain the same and such failure is not the result of Southern Light's default or its negligent act or failure to act with respect thereto); or (h) any other cause beyond the reasonable control of such Party. Customer's invocation of this clause will not relieve Customer of its obligation to pay for any Services; provided, however, that with respect to the payment of money this paragraph will excuse failure to pay when due for no more than ten (10) days. The Party claiming relief under this Section shall promptly notify the other in writing of the existence of the Force Majeure Event relied on, the expected duration of the Force Majeure Event, and the cessation or termination of the Force Majeure Event. The Party claiming relief under this Section shall exercise commercially reasonable efforts to minimize the time for any such delay.

18. No Liability for Content. The content, which Customer may access through any Service, is provided by independent content providers over which Southern Light does not exercise any control. Southern Light neither previews content nor exercises editorial control; does not endorse any opinions or information accessed through any Service; and assumes no responsibility for on-line content. Southern Light specifically disclaims any responsibility for accuracy or quality of the information obtained using any Service. Such content or programs may include, without limitation, programs or content of an infringing, abuse, profane or sexually offensive nature. All content from other parties accessed via a Service is accessed by Customer and those users Customer has authorized, all at Customer's own risk, and Southern Light assumes no liability whatsoever for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to such content.

19. Damage, Loss or Destruction of Software Files and/or Data. Southern Light assumes no responsibility whatsoever for any damage to or loss or destruction of any of Customer-installed hardware, software, files, data or peripherals which may result from Customer's use of any Service, or from Customer-provided installation, maintenance or removal of any Service, Network, or related equipment or software. Southern Light warrants that data or files sent by or to Customer across the Southern Light network will be transmitted in uncorrupted form within a reasonable period of time.

20. Indemnification.

20.1. By Southern Light: Southern Light hereby releases and agrees to indemnify, defend, protect and hold harmless Customer, its Affiliates, and its and Master Svc. Agt. between Southern Light, LLC/School Board of Escambia County, FL

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their employees, officers, directors, agents, contractors, and shareholders ("Indemnified Persons"), from and against any third party claims, suits, proceedings and actions ("Claims") for:

20.1.1. Any injury, death, loss or damage to any person, tangible property or facilities of any person or entity (including reasonable attorney fees and costs at trial and appeal) to the extent arising out of or resulting from the acts or omissions, negligent or otherwise, of Southern Light, its officers, employees, servants, agents or contractors in connection with its performance under this Agreement; and

20.1.2. Any liabilities or damages (including reasonable attorney fees and costs at trial and appeal) arising out of any violation by Southern Light of regulations, rules, statutes or court orders of any local, state or federal governmental agency, court or body in connection with its performance under this Agreement.

20.2 By Customer: Subject to the limitations of Section 768.28, Florida Statutes, Customer hereby releases and agrees to indemnify, defend, protect and hold harmless Southern Light and its Indemnified Persons from and against any third party Claims for:

20.2.1. Any injury, death, loss or damage to any person, tangible property or facilities of any person or entity (including reasonable attorney fees and costs at trial and appeal), to the extent arising out of or resulting from the acts or omissions, negligent or otherwise, of Customer, its officers, employees, servants, agents or contractors in connection with its performance under this Agreement; and

20.2.2. Any liabilities or damages (including reasonable attorney fees and costs at trial and appeal) arising out of any violation by Customer of regulations, rules, statutes or court orders of any local, state or federal governmental agency, court or body in connection with its performance under this Agreement.

21. Assignment: Customer. Customer may not assign or transfer this Agreement or any rights or obligations hereunder without the prior written consent of Southern Light, which consent may not be unreasonably withheld or delayed. Notwithstanding the foregoing, Customer may assign this Agreement on written notice to Southern Light no less than sixty (60) days prior to assignment, but without Southern Light's consent, if to a subsidiary, affiliate or successor in interest of the Customer's business ("Assignee") so long as Customer provides Southern Light with evidence satisfactory to Southern Light, in its reasonable discretion, that Assignee's

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financial condition and credit history is at least as favorable as Customer's at the time Customer entered into this Agreement and either: (i) Customer is not in breach of the Agreement at the time of assignment; or (ii) Assignee agrees in writing that is provided to Southern Light prior to the assignment to be bound by all past, present and future obligations of Customer.

22. Assignment: Southern Light. Southern Light may not assign or transfer this Agreement or any rights or obligations hereunder without the prior written consent of Customer, which consent may not be unreasonably withheld or delayed. Notwithstanding the foregoing, Southern Light may assign this Agreement on written notice to Customer no less than sixty (60) days prior to assignment, but without Customer's consent, if to a subsidiary, affiliate or successor in interest of the Southern Light's business ("Assignee") so long as Southern Light provides Customer with evidence satisfactory to Customer, in its reasonable discretion, that Assignee's financial condition and credit history is at least as favorable as Southern Light's at the time Southern Light entered into this Agreement and either: (i) Southern Light is not in breach of the Agreement at the time of assignment; or (ii) Assignee agrees in writing that is provided to Customer prior to the assignment to be bound by all past, present and future obligations of Southern Light.

23. Notices. All notices, invoices and other communications required or permitted under this Agreement will be in writing and will be given by United States first class mail, postage prepaid, registered or certified, return receipt requested, or by hand delivery (including by means of a messenger service) addressed as follows:

SOUTHERN LIGHT, L.L.C.
Attn: Paul Bullington
156 St. Anthony Street
Mobile, AL 36603

And

The School District of Escambia County
Attn: John Dombroskie, Director of Purchasing
75 North Pace Boulevard
Pensacola, FL 32505

Such notice or other communication will be deemed to be effective when actually received or refused. Either Party may, by similar notice given, change the address to which future notices or other communications will be sent.

24. Applicable Law and Dispute Resolution. This Agreement will be subject to and governed by the laws of the State of Florida. All claims and disputes relating to this Agreement shall be subject to arbitration in Pensacola, Florida. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be settled by arbitration in accordance with the Telecommunications Industry Arbitration Rules of the American Arbitration Association, and judgment of the award rendered by the Arbitrator(s) may be entered in any court having

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jurisdiction thereof.

25. Compliance With Laws. Southern Light agrees to comply with all applicable federal, state, county and municipal laws, regulations and ordinances applicable to Southern Light or the Services in the states and municipalities where the Services is to be performed. Southern Light represents that it is licensed or otherwise in compliance with all laws of the states in which the Services is to be performed.

26. Compliance With Laws. Customer agrees to comply with all applicable federal, state, county and municipal laws, regulations and ordinances applicable to Customer or the Services in the states and municipalities where the Services is to be performed. Customer represents that it is licensed or otherwise in compliance with all laws of the states in which the Services is to be performed.

27. Use of Southern Light Name. Customer agrees to submit to Southern Light all advertising, sales, promotion, and other publicity matters relating to the Services furnished to

Customer wherein the name of the Southern Light or any of its affiliates is mentioned, or in which language is used from which the connection of the Southern Light or its affiliate may, in Southern Light's judgment, be inferred or implied; and Customer further agrees not to publish or use such advertising, sales promotion, or publicity matter, nor to use the name of the Southern Light or any of its affiliates as a reference, without the prior written approval of the Southern Light, which approval may be withheld in Southern Light's sole discretion. This provision shall be included in all subcontracts of Customer.

28. Survival. The terms and conditions of this Agreement will survive the expiration or other termination of this Agreement to the fullest extent necessary for their enforcement and for the realization of the benefit thereof by the Party in whose favor they operate.

In witness whereof, the Parties hereto have executed this Agreement as of March 25th, 2014.

Southern Light, LLC

By: _____

Name: _____

Title: _____

Date: _____

David Laettler
David Laettler
Sales Director
3-26-14

School Board of Escambia County, FL

By: _____

Name: Linda Moultrie

Title: Board Chair

Date: _____

Linda Moultrie
Linda Moultrie
Board Chair
3/25/14

APPROVED
ESCAMBIA COUNTY SCHOOL BOARD

MAR 25 2014

MALCOLM THOMAS, SUPERINTENDENT
VERIFIED BY RECORDING SECRETARY

Southern Light Master Services Agreement

Attest

By: Malcolm Thomas

Name: Malcolm Thomas

Title: Superintendent

Date: 3-25-14

APPROVED
ESCAMBIA COUNTY SCHOOL BOARD

MAR 25 2014

MALCOLM THOMAS, SUPERINTENDENT
VERIFIED BY RECORDING SECRETARY

APPROVED FOR LEGAL CONTENT
FOR March 2014 AGENDA

MAR 18 2014


GENERAL COUNSEL
ESCAMBIA COUNTY SCHOOL BOARD

Exhibit A

FEEES

1. Service Installation Charges will appear on Customer's first invoice for Service.
2. Billing for Monthly Service Fees begins on the Start of Service Date and will not be delayed due to Customer premises equipment or Customer readiness to accept Service. Southern Light bills in advance for Service, except that usage based charges are billed in arrears.
3. To disconnect a Service, Customer must submit a disconnection request in writing to Southern Light. Billing for a disconnected Service will stop thirty (30) days from the date the disconnect request is received by Southern Light unless a specific date of greater than thirty (30) days is requested. A termination liability may apply per the terms of this Agreement.
4. Equipment furnished by Southern Light on the premises of the Customer will remain the property of Southern Light. If Customer's use or modification of the software, hardware or equipment used to provide the Service requires a visit to Customer's site for repair or correction, the costs of such site visit will be chargeable to Customer.
5. Service Credits are calculated as follows:

Average Service Hour Rate: Monthly Service Charge divided by twenty (20) business days (average business days in one (1) month) equals the average daily rate, which is then divided by twenty-four (24) hours in one (1) day to arrive at the Average Service Hour Rate.

The Average Service Hour Rate is then multiplied by the number of consecutive hours during a given Service Interruption. (Example: If a customer is paying \$10,000 monthly and is out of service for three (3) hours: $\$10,000 / 20 \text{ days} = \500.00 per day / $24 \text{ hours in a day} = \20.83 per hour , multiplied by 3 hours yields a credit of \$62.49 to be credited against next invoice balance issued thereafter.

Exhibit B

School Listing

Location	E-Rate Eligible 60 Month MRC
Pace Bldg	\$ 500.00
Beulah ES	\$ 900.00
Bratt ES	\$ 900.00
Cordova Park ES	\$ 900.00
Ernest Ward MS	\$ 1,710.00
Ensley ES	\$ 900.00
Ferry Pass ES	\$ 900.00
Ferry Pass MS	\$ 900.00
Jim Allen ES	\$ 1,380.00
Lincoln Park ES	\$ 1,025.00
Molino Park ES	\$ 2,445.00
Montclair ES	\$ 900.00
Northview HS	\$ 5,105.00
Pine Meadow ES	\$ 900.00
Pleasant Grove ES	\$ 1,030.00
Ransom MS	\$ 1,945.00
Scenic Heights ES	\$ 900.00
Suter ES	\$ 900.00
Weis ES	\$ 900.00
West Pensacola ES	\$ 900.00
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All Sites per month	\$ 25,940.00
Ave Cost per School per month	\$ 1,365.26
Annual Cost	\$ 311,280.00
E-Rate Discount	\$ 239,685.60
Net Annual Price	\$ 71,594.40